

No.

IN THE
Supreme Court of the United States

SHIRLEY A. BROWN, ET AL.

Petitioners

v.

AAMES CAPITAL CORPORATION, ET AL.

Respondents

On Petition For Writ Of Certiorari
To the State of New York Court of Appeals

PETITION FOR WRIT OF CERTIORARI

SHIRLEY A. BROWN
PRO SE
1701 JOPLIN AVENUE
RICHMOND, VIRGINIA 23224
(804) 230-3397

QUESTIONS PRESENTED FOR REVIEW

1. Why was not the December 17, 1999 foreclosure sale voided by the Hon. Cornelius Blackshear, since I had filed for Chapter 13 protection on December 15, 1999?
2. Why did the Hon. Cornelius Blackshear grant me time on June 8, 2000 to negotiate an official check for \$21,309.00 in order to get current with the mortgage company and the trustee?
3. Why did the Hon. Cornelius Blackshear order the lifting of the automatic stay on September 6, 2000 when Your Honor was aware that I had paid Aames \$8,217.00 and the trustee \$9,111.80 in June of 2000?
4. Why did the Hon. Cornelius Blackshear continue my case after September 7, 2000?
5. Why did it take Aames Capital Corporation twenty months to inform me that my \$8,217.00 payment was insufficient to make me current through June 2000?
6. Why did not trustee Jeffrey Sapir let me know on June 22, 2000 or soon thereafter that my \$9,111.86 payment exceeded the amount required to make me current through June 2000?
7. Why have the Courts accepted Aames Capital's claim that it was not "aware" of my December 15, 2000 bankruptcy filing, but they did not give me equal acceptance when I stated that we were not notified by Aames of the December 14, 2000 sale?
8. The Referee's Deed for the December 14, 2000 sale does not appear within public records - Why?

LIST OF PARTIES

All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Antoine Ford
Petitioner

Referee Gail Ricketts
and
George Ford
Respondents

TABLE OF CONTENTS

Opinions Below.....	1
Jurisdiction.....	2
Constitutional and Statutory Provisions Involved.....	3
Statement of the Case.....	4
Reasons for Granting the Writ.....	7
Conclusion.....	8

INDEX TO APPENDICES

Appendix A	Decision of the State of New York Court of Appeals.
Appendix B	Decision of The Supreme Court of the State of New York County of Bronx, Special Trial Part.
Appendix C	Decision of IAS Part 04 of the Supreme Court of the State of New York County of Bronx.
Appendix D	Decision of the Supreme Court, Appellate Division, First Department.
Appendix E	Judgment sought in Supreme Court of the State of New York County of Bronx Index No. 22941-02.
Appendix F	United States Bankruptcy Court, Southern District of New York: Case No. 99B46584 – Shirley A. Brown. Transcript dated: August 3, 2000; p.3 – lines 4-25, p.4 – lines 2-9.
Appendix G	Letter from Aames Home Loan to Shirley A. Brown dated: February 20, 2002
Appendix H	Transcript dated: September 7, 2000; p.5 – lines 3-25.
Appendix I	Transcript dated: December 7, 2000; p.4 – lines 15-25; p.5 – lines 2-25; p.6 – lines 2-23.
Appendix J	Letter from Kenneth T. Wasserman to Aames' counsel dated: October 29, 2002.
Appendix K	Letter from Thomas J. Cahill to Shirley A. Brown dated: May 10, 2001.
Appendix L	1998 Appraisal for property located at 1659 Hammensley Avenue, Bronx, New York.

**IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI**

Petitioner respectfully prays that a writ of certiorari issue to review
the judgment below.

OPINIONS BELOW

The opinion of the State of New York Court of Appeals appears at Appendix A to the petition and is unpublished.

The opinion of the Supreme Court of the State of New York County of Bronx Special Trial Part appears at Appendix B to the petition and is unpublished.

The opinion of the Supreme Court of the State of New York County of Bronx appears at Appendix C to the petition and is unpublished.

The opinion of the Supreme Court, Appellate Division, First Department appears at Appendix D to the petition and is unpublished.

JURISDICTION

The date on which the highest state court decided my case was May 5, 2005. A copy of that decision appears at Appendix A.

An extension of time to file the petition for a writ of certiorari was granted to and including October 3, 2005 on May 25, 2005 in Application No. 05A82.

The jurisdiction of this Court is invoked under 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED.

The bankruptcy law: 11USC section 362 states that once an individual files for chapter 13 protection foreclosure action must terminate.

STATEMENT OF THE CASE

On December 15, 1999, Peter Anderson, Esq. filed chapter 13 bankruptcy on my behalf (case No. 99B46584). My case was taken over by the late Paul Krasnick, on April 4, 2000.

In March 2000, I informed the Court that I had been selected for Grand Jury duty. The Court postponed my case until May 11, 2000. I was instructed by the Court to be current with the mortgage company and the trustee by that date. Unfortunately, the funds which I had anticipated were still being processed. The Hon. Cornelius Blackshear rescheduled my case for June 8, 2000.

On June 8, 2000, I presented to the Court a bank official check which was payable to me for \$21,309.00. As such, Your Honor gave me a return date of June 22, 2000. On that date, during my examination hearing, I gave trustee Jeffrey Sapir a Citibank official check for \$9,111.86. I informed the Court that I had mailed Aames Capital my personal check for \$8217.00 on June 17, 2000. According to my calculations, these payments made me current through June 2000. At this time I did not have an attorney to advise me.

On July 11, 2000, it was brought to my attention that my property had been foreclosed. The information was given to me by Mr. Dixon, an individual who had asked me to purchase my property several times. The property search confirmed that the property was foreclosed two days after my bankruptcy filing, and the Referee's Deed had been recorded March 27, 2000.

Since I did not have an attorney and the Court was on vacation, I telephoned Referee Gail Ricketts. There was nothing which she could do for me.

At my August 3, 2000 hearing, I pleaded with the Court to tell me why Aames Capital had foreclosed on my property. Jody Kava, assistant to the trustee, read my letter into court records which was addressed to the Hon. Cornelius Blackshear. A portion states the following:

...As of August 1, 2000, the property remains in the name of Aames Capital. Your Honor, I am current with the mortgage company and with Mr. Sapir through June [2000]. I want to make payments with you until the property is back in my name. I beg the Court to forgive me since I don't have an attorney at the present time... Mr. Anderson and... Mr. Krasnick have been dismissed. The reasons are discussed within the attached letter to the Disciplinary Committee¹.

¹ Note Appendix F

According to Ms. Kava, my bankruptcy plan called for payments of \$1,155.00 per month over five years to the trustee². Therefore, my \$9,111.86 payment was \$2,186.86 over the amount needed to make me current through June 2000. On the other hand, Aames Capital states that my \$8,217.00 payment was not enough to get me current through June 2000. It took Aames Capital twenty months to inform me that my payment was short \$1,834.76. I was informed only after I sought relief from New York State Banking Committee³.

Finally, I was able to obtain representation from Grossman & Associates. It was realized that the Hon. Cornelius Blackshear had granted Aames' motion lifting the Automatic Stay, on September 6, 2000. Aames had submitted the motion two days before cashing my \$8,217.00 check on June 30, 2000.

During my September 7, 2000 hearing, my attorney states to the Court, "The truth is I don't know enough about this case."⁴ At the October 5, 2000 hearing my attorney attempted to explain to the Court that I was willing to continue making payments, once the property was deeded back to me. My case was postponed until November 9, 2000, and I continued to show good faith by paying four hundred dollars to the trustee.

The December 7, 2000 hearing was clouded with confusion. Please note the following: Ms. Kava - "was the Order ever signed, Your Honor that lifted the Automatic stay?" Court - "Did I sign an Order lifting the automatic stay?" Mr. LeWinter - "I think it's on Pacer that the stay was lifted."⁵ Indeed, the stay had been lifted, and a new foreclosure sale was scheduled for December 14, 2000. Antoine Ford George Ford nor I was notified of this sale. Documentations suggesting that we were notified are false. It would be to my disadvantage to untruthfully claim that we had not been notified about the new sale, since all of my finances were invested in this property.

This was my third time filing Chapter 13, and now I was financially prepared to save my property.

Even after the December sale, I was willing to pay \$800.00 per month for use and occupancy.⁶ Aames did not respond to my offer.

Before filing my complaint against Aames Capital, I sought relief from the Supreme Court Appellate Division, First Department - Disciplinary Committee.

² Note Appendix F

³ Note Appendix G

⁴ Note Appendix H

⁵ Note Appendix I

⁶ Note Appendix J

I suggested to the Committee that Mr. Anderson and Mr. Krasnick had been negligent with the handling of my case. The Committee rejected my allegations. Mr. Thomas J. Cahill writes:

...That independent review has now taken place. I have been formally advised that the second reviewing member is in accord with the original decision not to proceed further with your complaint. Accordingly, I regret to inform you that we can not be of any further assistance in this matter.⁷

Secondly I retained the law firm of Clair & Gjertsen to argue that we were not informed of the December 14, 2000 sale. The Hon. Bertram Katz ruled against us. Unfortunately, Your Honor based his decision upon incorrect information. Mr. Clair erroneously argued that we had not been informed of the original foreclosure sale in 1997. I did not realize Mr. Clair's mistake, until I was preparing my brief for the New York State Court of Appeals.

This complaint seeks monetary compensation and the return of the property to me. Sadly the latter is impossible. The property which was appraised for \$225,000.00 in 1998⁸ has been completely demolished. The house, attached garage, hedges, fruit trees, grape vineyard and the one hundred year old pine tree can never be as they were. Apparently Explanade Builders, Inc., the present owner, has extraordinary plans for the vacant lots.

I pray that this Court negates these plans.

⁷ Note Appendix K

⁸ Note Appendix L

REASON FOR GRANTING THE PETITION

This Court should accept my petition, since my right as a citizen of the United States of America has been infringed upon.

The Bankruptcy Laws of these United States allow its citizen to seek protection when they meet specific criteria. I met the criteria, on December 15, 1999 when I filed Chapter 13 Bankruptcy. The Bankruptcy Court infringed upon my right when it accepted Aames' claim that it was "not aware" of my filing. My right was infringed upon when Judge Blackshear dismissed my case "with prejudice."

I pray that this Court accepts my petition to demonstrate that ordinary citizens are equally protected by our laws just as multi-million dollar corporations.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

William F. Brown

Date:

September 29, 2005